

Contract No: A130186

AGREEMENT FOR SERVICES

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, (the "COUNTY") A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County (Environmental Services, 701 Fourth Avenue South, Suite 700, Minneapolis, MN 55415) ("DEPARTMENT") and Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (COMMISSION), Barr Engineering Co. 4700 West 77th Street Minneapolis, MN 55435

The parties agree as follows:

1. **SERVICES TO BE PROVIDED:**
As consideration for its services, COMMISSION will pay up to four thousand dollars (\$4,000) for services rendered by the DEPARTMENT for the River Watch program. Services provided to the COMMISSION include but are not limited to: monitoring three (3) sites; communication with schools and teachers; purchase and maintenance of all equipment; training of students and teachers; in-person assistance in the field and classroom; all necessary Quality Assurance/Quality Control checks; data assessment; report writing, printing and distribution; internal teacher costs including bus transportation and substitute pay; volunteer recognition.
2. Performance of services shall take place on the following date(s):
May 1, 2013 through May 31, 2015.
3. Payment for services shall be made directly to DEPARTMENT upon completion of services and submission of an invoice on forms which may be provided by the COMMISSION. Payment shall be made within forty-five (45) days after receipt of the invoice. The total cost of this Agreement shall not exceed **Four Thousand Dollars (\$4,000)**.
4. COMMISSION shall not be considered an employee of the COUNTY. It is agreed that COMMISSION is an independent COMMISSION and acquires no tenure rights or any rights or benefits of Workers' Compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, retirement benefits or any other rights or benefits offered to COUNTY employees.
5. In accordance with the COUNTY's policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin. No person who is protected by applicable Federal or State laws, rules or regulations against discrimination shall be otherwise subjected to discrimination.

6. Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, COMMISSION agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of COMMISSION and involve transactions relating to this Agreement. COMMISSION shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.
7. COMMISSION shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of the COUNTY.
8. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.
9. COMMISSION agrees to abide by all applicable State and Federal laws and regulations, including but not limited to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act and implementing rules (HIPAA), if applicable, concerning the handling and disclosure of private and confidential information about individuals and/or data made non-public by such laws or regulations.
10. "Each party to this Agreement shall be responsible for the acts, errors, or omissions of its officers, agents, and employees. The liability of each of the parties shall be governed by the provisions of Minnesota Statutes, Chapter 466."
11. The COUNTY encourages COMMISSION to develop and implement an office paper and newsprint recycling program.
12. This Agreement may be cancelled with or without cause by either party upon five (5) business days written notice sent registered or certified mail to the parties hereto at the addresses identified above.
13. Upon cancellation or termination of this Agreement, COMMISSION shall deliver to the COUNTY any documents or other materials produced in the performance of this Agreement.

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COUNTY ADMINISTRATOR AUTHORIZATION

Reviewed by the County Attorney's
Office

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Assistant County Attorney

By: _____
David Hough, Acting County Administrator

By: _____
Assistant County Administrator - Public Works

Date: _____

Recommended for Approval

By: _____
Director, Department of Environmental Services

Date: _____

COMMISSION

The COMMISSION certifies that the person who executed this Agreement is authorized to do so on behalf of the COMMISSION as required by applicable articles, bylaws, resolutions or ordinances.*

Printed Name: _____

Signed: _____

Title: _____

Date: _____

* COMMISSION shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time COMMISSION returns the Agreement to the County. Documentation is not required for a sole proprietorship.